

ENTERED

December 18, 2018

David J. Bradley, Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**EVENTURE GLOBAL TECHNOLOGY,
INC.,**

Plaintiff,

v.

MOHAWK ENERGY, LTD.,

Defendant.

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CIVIL ACTION NO. 4:15-CV-1053

FINAL JUDGMENT

For the reasons stated in the Court's Order of September 27, 2018, the Court **FINDS** that:

Defendant Mohawk's MetalPatch, FracPatch, and ReFracpatch (collectively, the "Patch products"), OpenHole Clad, and MaxWell Liner products infringe the following claims of Enventure's Asserted Patents:

Asserted Patent	OpenHole Clad and Patch Products	MaxWell Liner
U.S. Patent No. 7,240,729	Claims 1, 3, 9-17	
U.S. Patent No. 6,892,819	Claims 1, 3, 8, 34-37, 49, 54-59	
U.S. Patent No. 7,055,608	Claims 1, 5-6, 8, 51	
U.S. Patent No. 7,918,284	Claim 35	Claim 35
U.S. Patent No. 7,159,665	Claims 9, 14, 25, 39, 46, 54, 56	Claims 2, 3, 9, 14, 25, 39, 46, 54, 56

Mohawk willfully infringed the Asserted Patents.

Counterclaimants Mohawk and Andrei Filippov are barred from challenging the validity of U.S. Patent No. 6,892,819 (the "'819 Patent").

The following six Asserted Patents are valid: U.S. Patent Nos. 7,240,729, 6,892,819, 7,055,608, 7,918,284, 7,159,665, and 7,967,064.

Enventure's claims against Mohawk are not barred by equitable estoppel.

IT IS ORDERED that:

Judgment is entered against Mohawk on its counterclaims for antitrust violations, unfair competition, and conspiracy.

Judgment is entered against Mohawk and in favor of Enventure for total damages of **\$9,340,237.50**, plus pre-judgment interest. Although pre-judgment interest is generally awarded from the date of infringement to the date of judgment, Enventure has abandoned its claim for pre-judgment interest that accumulated before April 23, 2009. (Instrument No. 274 at 12). Accordingly, Enventure is awarded pre-judgment interest from April 23, 2009, until the date of this final judgment and post-judgment interest at the rate of 2.69% from the date of the final judgment until paid.

IT IS FURTHER ORDERED that pursuant to 35 U.S.C. § 283, Defendant Mohawk, its officers, agents, servants, employees, attorneys, successors, and assigns, and all those in active concert or participation with Mohawk are hereby permanently enjoined from:

- a. producing, manufacturing, marketing, and/or selling Mohawk's Patch, OpenHole Clad, and MaxWell Liner products; and
- b. further infringement of claims 1, 3, and 9-17 of the '729 Patent; claims 1, 3, 8, 34-37, 49 and 54-59 of the '819 Patent; claims 1, 5-6, 8, and 51 of the '608 Patent; claim 35 of the '284 Patent; and claims 2, 3, 9, 14, 25, 39, 46, 54, and 56 of the '665 Patent.

The injunction shall remain in effect for the duration of the life of the Asserted Patents.


IT IS FURTHER ORDERED that Enventure, as the prevailing party, shall recover its attorneys' fees pursuant to 35 U.S.C. § 285, in the amount of **\$5,782,749.48**.

IT IS FURTHER ORDERED that Enventure shall recover its costs in the amount of **\$222,454.73.**

THIS IS A FINAL JUDGMENT.

The Clerk shall enter this Order and provide a copy to all parties.

SIGNED on this the 18th day of December, 2018, at Houston, Texas.



VANESSA D. GILMORE
UNITED STATES DISTRICT JUDGE